

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Post Office Box 1947
Sacramento, CA 95812-1947
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



December 5, 2007

To: CSBG Service Providers

Subject: 2008/2009 Community Services Block Grant (CSBG) Program Contract

Enclosed is your 2008/2009 Community Services Block Grant (CSBG) contract. The contract term is for two years and is from January 1, 2008 through December 31, 2009. This contract contains some changes, which are summarized below. The Department of Community Services and Development (CSD) encourages each Contractor to review the contract in its entirety.

Continuing Resolution for Authorized Allocation

Attached is the current authorized Actual 2008 contract allocation and the Estimated 2008 allocation spreadsheet for the first program year. Currently CSD is operating under a continuing resolution through December 14, 2007, and anticipates an amendment to this contract. Upon receipt of the official notification of the final Federal Grant Award for the first program year CSD will notify Contractor's by mail. In an effort to process contracts as expeditiously as possible, please **complete your budget forms using the Estimated 2008 allocation (see attached spreadsheet).**

2008 Advance Allocation and Payment

Upon execution of the CSBG Contract an advance payment will be processed and sent to each Contractor. The amount of the advance will be 100% of the actual 2008 contract allocation (see attached spreadsheet). When CSD is apprised of the final grant award the balance of the advance (not to exceed 25% of the total first program year allocation) will be processed and forwarded to Contractors.

Summary of contract changes

The following is a summary of the changes made to each exhibit of the CSBG Contract.

➤ **Exhibit A: Scope of Work**

The scope of work was revised to include language as stated in the CSBG Act that aligns the scope of work with the Contractor's programs and activities as submitted in your community action plan. In addition, Contractor's ensure that activities and services are made available to low-income individuals in their service area throughout the entire term of this Agreement.

➤ **Exhibit A: Scope of Work**

Please note that CSD's mailing address has changed to P.O. Box 1947, Sacramento, CA 95812-1947.

➤ **Exhibit B: Budget Detail and Payment Provisions**

This section contains new language on the two-year budget. The contract language has been revised to clarify First Program Year and Second Program Year allocations. The language details the procedures contractors should follow when funds are unexpended at the end of the First Program Year.

Exhibit B: Mid-Year and Annual Programmatic Reports

The CSBG/NPI Program Report – CSD 801 (Rev.11/07) programmatic report forms have been updated. Contractors are not required to report on NPI 3.1 Civic Investment and NPI 5.1 Broadening the Resource Based during the contract term.

Note: Please continue to collect this data as contractors will be reporting this information annually using the CSBG IS Survey.

➤ **Exhibit C: General Terms and Conditions**

Reminder. This section formally contained standard language included in all State of California Contracts. This exhibit has been completely incorporated by reference.

This section of the CSBG Contract is available for download from CSD website at <http://www.csd.ca.gov>.

➤ **Exhibit D: Special Terms and Conditions** – CSD has made some significant changes to this section of the CSBG contract. Some of the changes are consistent with other CSD contracts. Below are the revised or added terms and conditions.

○ **1. Certifications (B. 5)**

Language was added to emphasize that Contractor must make full written disclosure on any debarment, suspension, and related matters described in this section. Contractor is to provide a description to CSD, as an attachment to Exhibit D of this Agreement. Nondisclosure may result in a material breach of this contract.

○ **2. Effectiveness Assessment Tool**

New language replaces the Performance Guidelines previously in the CSBG contract and now informs Contractor that CSD has an available resource to assist Contractors in assessing the organizations effectiveness.

○ **3. Compliance Monitoring**

New language was added emphasizing that agencies are responsible for substantiating all costs claimed under this agreement and that CSD is

responsible to ensure that CSBG funds are used appropriate. To achieve this function CSD conducts onsite and follow-up monitoring to ensure that Contractor meets the performance goals, administrative standards, financial management, and other requirements of the federal CSBG program.

- 13. Board Roster, Bylaws, Resolutions, and Minutes
New language was added requiring contractor to submit current board roster, and current version of the organizational by-laws upon execution of this Agreement. Contractor is required to submit to CSD minutes from regularly scheduled meetings no later than 30 days after each meeting.

New language was added describing the options available to Contractors in submitting board resolutions to CSD pertaining to this Agreement.

- 14. Conflict of Interest
Language was added requiring contractors to certify that its employees and officers avoid any potential or perceived conflicts of interest.
- 15. Codes of Conduct
Language was added that requires Contractors to maintain and adhere to written standards of conduct governing the performance of its employees and officers involved in the award or administration of contracts or subcontracts.

Reminder: CSD Supplemental Audit Guide is now incorporated by reference. This document is available for download at <http://www.csd.ca.gov>.

Please contact your Field Representative with any questions regarding your 2008/2009 CSBG contract.

Sincerely,



LLOYD THRONE
Director

Attachment

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P.O. Box 1947
Sacramento, CA 95812-1947
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December 7, 2007

To All Community Services Block Grant Contractors:

2008/09 Community Services Block Grant Contract (CSBG)

Enclosed is your agency's contract packet for the 2008/09 Community Services Block Grant Program. It includes a table of contents and two complete copies of the contract (face sheet, exhibits, and attachments).

In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ **The requirements for the board resolution have changed.** Contractors shall submit a current roster of members of the tripartite board, including contact information for each Board member at a location other than office of the eligible entity, and the most recent version of the organizational bylaws. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws. Please refer to Exhibit D Special Terms and Conditions, item 12. **Board Roster, Bylaws, Resolution, and Minutes**, for additional information.
- ☐ Complete the section labeled "CONTRACTOR'S NAME" on both face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. Ensure that **your agency's authorized representative has signed both face sheets.**
- ☐ The following exhibits are part of the contract packet. Please complete, sign, and return both copies with the contract packet.

Exhibit A SCOPE OF WORK

**Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
(ATTACHMENT I, CSBG FISCAL DATA)
(ATTACHMENT II, CSBG PROGRAM REPORT)**

Exhibit C GENERAL TERMS AND CONDITIONS

Exhibit D SPECIAL TERMS AND CONDITIONS

Exhibit E ADDITIONAL PROVISIONS

**Exhibit F CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING
ACTIVITIES**

- ☐ When you return the contract packet to CSD, please arrange all pages, including the face sheets, exhibits, and all attachments, in the same order in which you received them. Include your board resolution (if applicable), insurance and fidelity bond documents, advance request, and, if desired, a transmittal letter, but do not staple or otherwise attach these documents to the contracts themselves.
- ☐ Please return your completed contract packet within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
P.O. Box 1947
Sacramento, CA 95812-1947

When sending documents via overnight mail, please use CSD's street address as shown on the face sheet.

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be **complete**. Authorized persons must sign the both face sheets and applicable exhibits and attachments. Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be current or replaced. Coverage must include workers' compensation insurance, fidelity bond, general liability, and vehicle insurance.

If you have questions regarding the contracting process, you may contact Brenda Carradine of my staff at (916) 341-4262. For questions regarding insurance coverage, you may contact Suelene Choy of my staff at (916) 341-4265. For questions regarding the board resolution and other contractual requirements, reporting forms, or other requirements, please contact your Field Representative.

Sincerely,



Fernando Negrete
Manager, Contract Services Unit

FN:BAC
Enclosures